

## CHAPTER 3

### SECTION 2

## FINANCING OF BENEFITS - LETTER OF CREDIT (LOC)

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### 1.0. GENERAL

The Department of Treasury Letters of Credit (LOCs) are a mechanism for financing “not-at-risk” TRICARE benefits. This allows contractors to draw cash directly from the Treasury to cover checks as they clear the contractor’s bank. Only one bank account will be used for “not-at-risk” LOC transactions for each contract.

### 2.0. PROCEDURES AND RESPONSIBILITIES

#### 2.1. Setting Up Letters Of Credit

2.1.1. Each contractor shall establish a bank account with a commercial bank that has the capability to process LOCs based on Treasury requirements at the time.

2.1.2. The contractor will submit bank information to CRM, F&AO not later than 30 days prior to the beginning of processing claims on a new account. Information must include the bank's name, overnight mail address, ABA (American Banking Association) routing number, the contractor’s bank account number and an individual at the bank to be a point of contact including their phone number and fax number.

2.1.3. F&AO will establish the LOCs with the bank and the Treasury Department based on Treasury requirements at the time the LOCs are established. RMF will notify the bank and the contractor once the LOCs have been established along with any codes or other information necessary for the draws against the LOCs.

2.1.4. The amount of the LOCs are based on an annual estimate of benefit payments and is only an administrative ceiling. This amount does not constitute any authority to draw funds. Authority for drawing funds is based on clearing checks from approved vouchers.

2.1.5. The contractor has the sole responsibility for ensuring that cash draw downs do not exceed the amounts authorized to be drawn against the LOC. The contractor shall be responsible for returning any excess no later than the next business day after the excess draw. Interest will be charged, at rates established by the US Treasury, for any excess draws from the first workday after the draw until the excess is repaid or redeposited to the Treasury.

### 3.0. DAILY OPERATIONS

3.1. Computation of a LOC draw down:

3.1.1. The total amount of a cash draw down on a LOC is based on the daily total of benefit checks presented to the bank for payment. If estimates are needed, the draws shall be adjusted the next business day.

3.1.2. Computation of the amount of the draw must include any deposits of funds into these accounts. These deposits will reduce the amount of cash needed to be drawn against the LOC on the day of the deposit.

3.2. Normally only one draw down per day, per Letter of Credit is permitted.

3.3. Returns of funds for any reason should be done as soon as possible. (See [paragraph 2.1.5.](#), above.)

3.4. If there is more than one LOC controlled by a contractor, strict attention should be paid to keeping all transactions separate and identified to the correct account and LOC.

3.5. Amounts drawn by the bank must be reported to the contractor for control purposes. The contractor and the bank may determine how they wish to report and control these transactions between them but the contractor is responsible for ensuring the accuracy of draw downs and for all reporting to TMA.

#### 4.0. REPORTING REQUIREMENTS

4.1. Each month, the contractor shall prepare a report to the TRICARE Management Activity (TMA), Contract Resource Management Division (CRM), listing all cash draw downs against the Letter of Credit. This report is due the first workday of the following month. [Figure 3-A-1](#) and [Figure 3-A-2](#), contain the format and instructions for this report.

4.2. Each month, after reconciling the bank account, the contractor shall provide CRM, F&AO with a bank reconciliation within 30 calendar days of the end of the month being reported. [Figure 3-A-3](#) and [Figure 3-A-4](#), contain the format and instructions for this report.

#### 5.0. YEAR-END PROCESSING

5.1. The contractor shall establish a separate bank account for each new fiscal year. All checks issued for benefit payment and all refunds received will be processed against the new account effective the first day of the new fiscal year. The contractor shall also transfer any partial installment balances to the new account from the previous years account.

5.2. Cash draw downs against the prior LOC may continue until all checks from the prior year have either cleared or have been canceled. LOCs will be terminated when all checks for a given year or account will have staledated or have been canceled.

5.3. Bank accounts must be closed no later than the end of February following the fiscal year end. A final reconciliation shall be made within 30 calendar days. All adjustments must be reported as a voucher or explained on the final reconciliation at this time.

## 6.0. INTEREST PAYMENTS

6.1. The contractor shall pay interest on claims that have not been processed to completion in accordance with [Chapter 1, Section 3, paragraph 2.2.3](#). Interest payment shall be paid as follows:

6.1.1. If the contractor elects to include interest in the benefit check, the interest amount shall be withdrawn from the account from which the benefit payment is made. If the benefit is paid from not-at-risk funds through the Government's LOC account, the contractor shall include the interest payment from funds contained in the LOC account regardless of who is fiscally responsible for the interest payment. Fiscal responsibility shall be determined in accordance with [Chapter 1, Section 3, paragraph 2.2.3](#). Conversely, if the benefit payment is made with at-risk funds, the interest payment shall be made from at-risk funds at the time the check is issued.

6.1.2. Monthly, no later than the 15th calendar day, the contractor shall reconcile at-risk and not-at-risk accounts. The reconciliation shall assign the interest payment amount to the appropriate party (Government or contractor). The results of the reconciliation shall be netted and the contractor shall pay the Government (TRICARE Management Activity (TMA) - Contract Resource Management Directorate (CRM)) for any difference owed the Government for interest paid with Government funds that is the fiscal responsibility of the contractor. If interest paid from the contractor's at-risk account where the Government is fiscally liable exceeds the amount paid from the LOC account payments where the contractor is fiscally liable, the contractor shall invoice the Government for the difference. The contractor shall provide the Government by the 20th calendar day of each month a monthly report containing the claim number of all claims for which the Government is fiscally liable for the interest, the amount of the interest payment, the account from which interest was paid, and the reason for the delay in payment ([Chapter 1, Section 3, paragraph 2.2.3](#)). The report shall also contain the claim number of all claims for which the contractor is fiscally liable for the interest and the interest paid with not-at-risk funds, the amount of interest payment, and the reason for the delay in payment. This report shall document and balance with the contractor's payment to TMA-CRM or the invoice, as appropriate.

6.1.3. If the contractor elects to pay interest each calendar quarter, interest payment checks shall be mailed no later than the 15th calendar day following the end of quarter and shall include the sum of all interest owed the payee for claims processed to completion during the preceding quarter. Interest payments shall be made from the Government's LOC account for interest payment for which the Government has fiscal responsibility. Interest payments shall be made from the contractor's funds in all other cases. Fiscal responsibility shall be determined in accordance with [Chapter 1, Section 3, paragraph 2.2.3](#).

6.1.4. The contractor shall provide the Government with a quarterly report by the 20th calendar day of the month following the end of the calendar quarter in question containing the claim number of all claims for which the Government is fiscally liable for the interest, the amount of the interest payment, and the reason for the delay in payment ([Chapter 1, Section 3, paragraph 2.2.3](#)).

**7.0. TRICARE SENIOR PHARMACY PROGRAM, DRUG REBATES**

*Drug costs under the TRICARE Senior Pharmacy program are pass-through (not-at-risk) costs to the Managed Care Support Contractors (MCSC). For some drugs dispensed, the MCSC's have negotiated rebates for the drugs dispensed which are rebated to the MCSC subsequent to the drug being dispensed. Since the MCSC's are using government funds (not-at-risk bank account) to purchase the drugs dispensed under the TRICARE Senior Pharmacy program, these rebates shall be credited to the government. MCSC's must assure that all rebates received as a result of the TRICARE Senior Pharmacy program must be returned to the government. By the 15th calendar day of each month, the MCSC shall pay to TMA, CRM via check or electronic funds transfer (EFT) the government share of all rebates for which final reconciliation has occurred for the previous calendar month. The Government share shall be 100% of the rebate(s) minus applicable administrative costs payable to the contractor's Pharmacy Benefit Manager. Contractors shall not deposit drug rebate monies to any not-at-risk bank account(s). The government share of the rebate shall equal 100% of the rebate amount for drugs purchased via the not-at-risk bank account(s).*